

1 BILL NO. S-92-02-07

2 SPECIAL ORDINANCE NO. S- 44-92

3 AN ORDINANCE approving the awarding
4 of Reference #5042 by the City of
5 Fort Wayne, Indiana, by and through
6 its Department of Purchasing and AERO
7 OIL COMPANY, INC.; SMITH PETROLEUM,
8 INC.; INDLAND OILS COMPANY; AND DR
9 LUBRICANTS for the City Utilities
10 Garage.

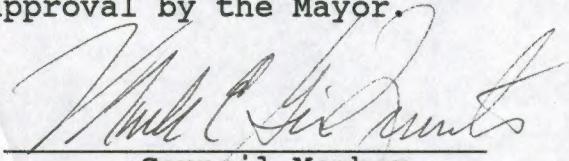
11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA;

13 SECTION 1. That Reference #5042 between the City of
14 Fort Wayne, by and through its Department of Purchasing
15 and AERO OIL COMPANY, INC.; SMITH PETROLEUM, INC.;
16 INDLAND OILS COMPANY; AND DR LUBRICANTS, respectfully for
17 the City Utilities Garage for:

18 the purchase of grease and oil during
19 1992 for the City Utilities Garage;

20 involving a total cost of Forty-three Thousand Seven
21 Hundred Six and 33/100± (\$43,706.33±) - (AERO -
22 \$8,762.15±; SMITH - \$2,249.78±; INDLAND - \$4,989.90±;
23 DR - \$27,704.50±), all as more particularly set forth in
24 said Reference #5042 which is on file in the Office of the
25 Department of Purchasing, and is by reference incorporated
26 herein, made a part hereof, and is hereby in all things
27 ratified, confirmed and approved.

28 SECTION 2. That this Ordinance shall be in full
29 force and effect from and after its passage and any and
30 all necessary approval by the Mayor.

31 
32 Council Member

33 APPROVED AS TO FORM
34 AND LEGALITY

35 
36 J. Timothy McCaulay, City Attorney

REFERENCE NO.: 5042
DEPARTMENT: CU GARAGE
DATE: 02/11/92
ITEM/SERVICE: GREASE & OIL
ADVERTISED BID: YES
DATES ADVERTISED: 12/19/91 & 12/26/91
DATE OPENED: 01/09/92
WRITTEN QUOTE:
DATE DUE:
VERBAL QUOTE:
SINGLE SOURCE:
NO. OF VENDORS NOTIFIED: 10
NO. OF VENDORS RECEIVING BID: 6
NO. OF VENDORS RETURNING BID: 5
NO. OF VENDORS DISQUALIFIED: 1
NO. OF VENDORS NOT RESPONDING: 1
DATE SENT TO DEPT FOR RECOMM: 01/09/92
DATE RECOMM RECEIVED BACK: 1/30/92
DATE SENT TO LAW DEPARTMENT: 01/31/92
INTRODUCTION DATE: 02/11/92
DISCUSSION DATE: 02/18/92
PASSAGE DATE: 2/25/92

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 1/9/92 BID REFERENCE # 5042

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR _____

1992 Requirements for Grease & Oil.

AND REQUESTED BY CITY UTILITIES GARAGE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Aero Oil Company, Inc.

STREET ADDRESS 931 Leesburg Road

CITY Fort Wayne PHONE # 219 432-1584

BY R.J. Ge Brunner Gen. Mgr.
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)

(Please type or print)

1. Governmental Unit: City of Fort Wayne Date: Jan. 9, 1992
 2. County: Allen
 3. Bidder (Firm): Aero Oil Company, INC.
 Address: 931 Leesburg Road
 City/State: Fort Wayne, IN
 4. Telephone Number: 219 432-1584
 5. Agent of Bidder (if applicable): Richard T. DeBrunner

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

R. J. DeBrunner Jan. 9, 1992
 Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
 Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
Marion County)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Aero Oil Company, Inc.
 Bidder (Firm)

R. J. DeBrunner Jan. 9, 1992
 Signature of Bidder or Agent

Subscribed and sworn to before me this 9 day of Jan., 1992.
 My Commission Expires: August 12, 1993
 County of Residence: Marion

H. E. Smith
 Notary Public
H. E. Smith
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

ENGINE OILS:

HEAVY DUTY API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B
MAXIMUM SULFATED ASH-1% BY WEIGHT

ITEM	BRAND/PRODUCT NAME	QTY +/-	UNIT	PRICE	EXTENSION
SAE 15/40	<u>Kendall Super D III</u>	4320	QRT	\$ 1.155	\$ 4989.60
		125	DRM	\$ 169.40	\$ 21175.00

API SERVICE CC. MIL-L-46152B NON-DETERGENT

SAE 30	<u>Kendall Non Detergent</u>	220	QRT	\$ 1.1325	\$ 249.15
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STROKE OIL FOR CHAINSAWS & LAWNMOWERS

50:1 OIL	<u>Kendall 50:1 Outboard & 2cycle</u>	340	QRT	\$ 1.2825	\$ 436.05
BIA-TCW OIL	<u>Kendall GT-1 2 cycle</u>	340	QRT	\$ 1.4825	\$ 504.05

AUTOMATIC TRANSMISSION FLUID:

DEXTRON II	<u>Kendall Dexron/Mercon ATF</u>	1800	QRT	\$ 1.0675	\$ 1921.50
TYPE C-3 10W	<u>Kendall Super D III</u>	1800	QRT	\$ 158.95	\$ 1589.50
		10	DRM	\$ N/A	\$ ---
TYPE C-3 30W	<u>Kendall Super D III</u>	1800	QRT	\$ 158.95	\$ 1589.50
		10	DRM	\$ 1.10	\$ 1980.00

HYDRAULIC FLUIDS. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A

<u>Kendall Hyken 052</u>	30	DRM	\$ 168.85	\$ 5065.50
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FOR USE IN TRANSMISSIONS, FINAL DRIVES & HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B & J1C145 (AW46)

<u>Kendall Hyken 052</u>	30	DRM	\$ 168.85	\$ 5065.50
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GREASE & GEAR LUBES:

LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES

<u>Kendall L 424</u>	12	KEG(120#)	\$ 99.00	\$ 1188.00
	125	14.5 OZ	\$ 1.36	\$ 170.00

LITHIUM SOAP GREASE, NON E.P. NLGI #2

<u>Kendall L 426</u>	6	KEG(120#)	\$ 87.60	\$ 525.60
	75	14.5 OZ	\$ 1.29	\$ 96.75

API GL-5 GEAR LUBE. MIL-L-2105C

SAE 80W/90	<u>Kendall NSMP</u>	10	KEG(120#)	\$ 75.60	\$ 756.00
SAE 85W/140	<u>Kendall NSMP</u>	10	KEG(120#)	\$ 75.60	\$ 756.00

DRUM DEPOSIT: \$ 20.00

FOB: FORT WAYNE

GRAND TOTAL: \$ 49,647.20

IF YOUR COMPANY IS AWARDED ENTIRE BID, SHOW ADDITIONAL DISCOUNT AVAILABLE: None

CNA INSURANCE COMPANIES

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we

AERO OIL COMPANY, INC.,

and AMERICAN CASUALTY COMPANY OF READING, PA , Principal,
Surety, are held and firmly bound unto

CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA , Obligee,
in the sum of

-- FIVE PERCENT OF THE TOTAL AMOUNT BID - - - - - Dollars (\$ 5% Amount Bid)
for the payment of which we bind ourselves, our legal representatives, successors and assigns,
jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract
for
1992 REQUIREMENTS FOR GREASE AND OIL

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within
such time as may be specified, enter into the contract in writing and give such bond or bonds as
may be specified in the bidding or contract documents with surety acceptable to Obligee; or if
Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of
such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to
remain in full force and effect.

Signed, sealed and dated

January 9, 1992

AERO OIL COMPANY, INC.

(Principal)

by R. J. DeBruunner Am. Cas. (Seal)

AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

(Surety)

by Eileen R. Roberts Eileen R. Roberts, Attorney-in-Fact

G-23054-C

American Casualty Company
of Reading, Pennsylvania



For All the Commitments You Make
Offices/Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Thomas E. Purtell, Robert P. Stimpson,
Eileen R. Roberts, Cathy L. Evans, Charles J. Lehr, Individually

of Indianapolis, Indiana

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature.

- In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

"Article VI—Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 23rd day of February 1989

State of Illinois) ss
County of Cook)



AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

J. E. Purtell

J. E. Purtell

Vice President

On this 23rd day of February 1989, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say, that he resides in the Village of Glenview, State of Illinois, that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



CERTIFICATE

My Commission Expires November 12, 1990

I, M. C. Vonnahme, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 9th day of January 1992.



M. C. Vonnahme

M. C. Vonnahme
Assistant Secretary

INV. NO. G-56625-E

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 1/9/92 BID REFERENCE # 5042

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR _____

1992 Requirements for Grease & Oil.

AND REQUESTED BY CITY UTILITIES GARAGE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 0 % IF PAID WITHIN 30 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Smith Petroleum, Inc.

STREET ADDRESS 2920 Connett Avenue

CITY Ft. Wayne, IN 46802 PHONE # 432-2505

BY Lonnie Wilson Lonnie Wilson - General Manager
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit:	City of Fort Wayne	Date:	January 6, 1992
2. County:	Allen		
3. Bidder (Firm):	Smith Petroleum, Inc.		
Address:	2920 Connett Ave.		
City/State:	Ft. Wayne, IN 46802		
4. Telephone Number:	(219)432-2505		
5. Agent of Bidder (if applicable):	Lonnie Wilson		

Pursuant to notices given, the undersigned offers bid(s) to (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.


Signature of Bidder or Agent

Lonnie Wilson - General Manager

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount
"SEE ATTACHED"					

NON-COLLUSION AFFIDAVIT

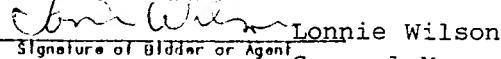
STATE OF INDIANA)
) SSI:
Allen County)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

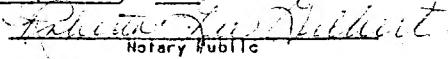
Smith Petroleum, Inc.

Bidder (Firm)

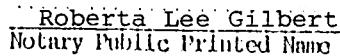

Signature of Bidder or Agent

General Manager

Subscribed and sworn to before me this 6th day of January 1992.My Commission Expires: September 2, 1994


Notary Public

County of Residence: Allen


Roberta Lee Gilbert
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Date: _____

Contracting Authority Numbers:

ENGINE OILS:

HEAVY DUTY API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B
MAXIMUM SULFATED ASH-1% BY WEIGHT

ITEM	BRAND/PRODUCT NAME	QTY +/-	UNIT	PRICE	EXTENSION
SAE 15/40	<u>Amoco 300</u>	4320 125	QRT DRM	\$ 1.10 \$ 156.75	\$ 4,752.00 \$ 19,593.75

API SERVICE CC. MIL-L-46152B NON-DETERGENT

SAE 30	<u>Amoco Amolube</u>	220	QRT	\$.92	\$ 202.40
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STROKE OIL FOR CHAINSAWS & LAWNMOWERS

50:1 OIL	<u>Amoco Outboard Motor Oil</u>	340	QRT	\$ 1.365	\$ 464.10
BIA-TCW OIL	<u>Amoco Outboard Motor Oil</u>	340	QRT	\$ 1.365	\$ 464.10

AUTOMATIC TRANSMISSION FLUID:

DEXTRON II	<u>Amoco M.P. ATF</u>	1800	QRT	\$ 1.113	\$ 2,003.40
TYPE C-3 10W	<u>Texaco Dexron II</u>	10	DRM	\$ 151.25	\$ 1,512.50
TYPE C-3 30W	<u>Amoco 300</u>	1800 10	QRT DRM	\$ N.A. \$ 160.05	\$ N.A. \$ 1,600.50
	<u>Amoco 300</u>	1800 10	QRT DRM	\$ 1.065 \$ 160.05	\$ 1,917.00 \$ 1,600.50

HYDRAULIC FLUIDS. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A

<u>Amoco LDO 10W-30</u>	30	DRM	\$ 161.15	\$ 4,834.50
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FOR USE IN TRANSMISSIONS, FINAL DRIVES & HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B & J1C145 (AW46)

<u>Texaco TDH Oil</u>	30	DRM	\$ 166.10	\$ 4,983.00
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GREASE & GEAR LUBES:

LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES

<u>Amoco Molylith</u>	12 125	KEG(120#) 14.5 OZ	\$ 113.40 \$ 1.043	\$ 1,360.80 \$ 130.37
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LITHIUM SOAP GREASE, NON E.P. NLGI #2

<u>Amoco Lithium M.P.</u>	6 75	KEG(120#) 14.5 OZ	\$ 93.60 \$.898	\$ 561.60 \$ 67.35
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API GL-5 GEAR LUBE. MIL-L-2105C

SAE 80W/90	<u>Amoco M.P. Gear Lubricant</u>	10	KEG(120#)	\$ 77.40	\$ 774.00
SAE 85W/140	<u>Amoco M.P. Gear Lubricant</u>	10	KEG(120#)	\$ 77.40	\$ 774.00

GRAND TOTAL: \$ 47,595.87

DRUM DEPOSIT: \$ Ø

FOB: FORT WAYNE

IF YOUR COMPANY IS AWARDED ENTIRE BID, SHOW ADDITIONAL DISCOUNT AVAILABLE: Ø

BID BOND TO ACCOMPANY MERCHANDISE PROPOSALS

KNOW ALL MEN BY THESE PRESENTS. That SMITH PETROLEUMPO BOX 5034 FORT WAYNE IN 46895

as Principal, and FEDERATED MUTUAL INSURANCE COMPANY as Surety, are held and firmly bound unto _____

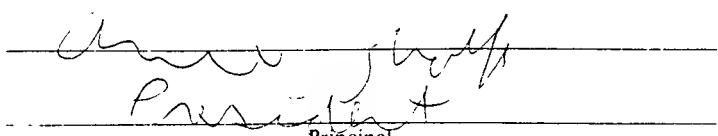
CITY OF FORT WAYNE PURCHASING DEPT1 MAIN ST ROOM 350 FORT WAYNE IN 46802, as Obligee,in the sum of 5% OF THE BID _____ Dollars,

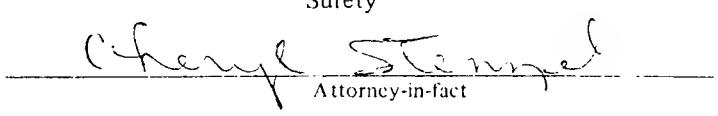
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid for the following

articles: LUBE OIL

NOW, THEREFORE, if the bid of the aforesaid Principal shall be accepted by the aforesaid Obligee and the Principal shall faithfully perform the terms and conditions of the accompanying bid as may be required, then this obligation shall be null and void; otherwise to remain in full force and effect.

Signed and sealed this 9TH day of JANUARY A. D. 1992SMITH PETROLEUM


Principal
Federated Mutual Insurance Company
Surety


Attorney-in-fact

INDIVIDUAL AND CO -PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 19_____, before me personally appeared

to me known to be the person described in and who executed the foregoing bond, and acknowledged that he executed the same as a free act and deed.

(Notarial Seal)

CORPORATE ACKNOWLEDGMENT FOR PRINCIPAL

STATE OF Indiana)
COUNTY OF Allen)

On this 6th day of January, 1992 before me appeared

Amie J. Wolfe and _____
to me personally known, who being by me duly sworn, did say that they are respectively _____
President and _____
of Smith Petroleum, Inc., a Corporation: that the seal affixed to the foregoing instrument
is the Corporate Seal of the Corporation, and that said instrument was executed in behalf of the Corporation by Authority
of its Board of Directors; and they acknowledged said instrument to be the free act and deed of the Corporation.

(Notarial Seal)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Owatonna, State of Minnesota, does hereby constitute and appoint:

CHERYL STENZEL of the City of OWATONNA State of
MINNESOTA its true and lawful attorney for the following purposes:

To sign its name as surety to, and to execute, affix the seal, acknowledge and deliver any and all surety bonds and penalties not exceeding:

TEN THOUSAND DOLLARS (\$10,000) EACH

The execution of such bonds or undertakings in pursuance of these presents shall be binding upon the Company as if they had been executed and acknowledged by the regularly elected officers of the Company.

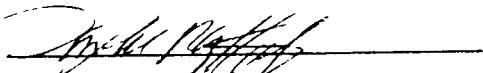
This Power of Attorney granted by Federated Mutual Insurance Company shall terminate when the designee ceases to be:

- 1) Employed by Federated Mutual Insurance Company or
- 2) Employed by Federated Mutual Insurance Company in a job for which such Power of Attorney is required.

IN WITNESS WHEREOF, the said FEDERATED MUTUAL INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its Senior Vice President and Secretary this the 4TH day of JUNE 19 91.

FEDERATED MUTUAL INSURANCE COMPANY

BY



Senior Vice President

and BY

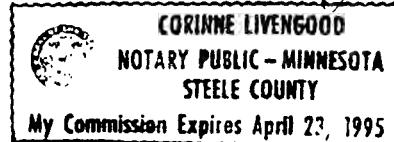


Secretary

STATE OF MINNESOTA
COUNTY OF STEELE

On this 4TH day of JUNE 19 91 personally appeared before me, the undersigned notary public, DONALD RAY HUFF AND F. H. HEISEKE to me personally known, who, each being duly sworn by me, did say that they are respectively the Senior Vice President and Secretary of the FEDERATED MUTUAL INSURANCE COMPANY and that the seal affixed to this instrument is the corporate seal of said Corporation and that this instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors and said DONALD RAY HUFF AND F. H. HEISEKE acknowledge said instrument to be the free act and deed of said Corporation.

(SEAL)



COPY OF RESOLUTION

"BE IT RESOLVED that the President or any Vice President in conjunction with the Secretary is hereby authorized and empowered under the corporate seal of the Company, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of the Company, in its name and as its act to execute and deliver, anywhere in the United States or Canada, any and all bonds and undertakings of suretyship and other documents that the ordinary course of surety business may require."

"BE IT FURTHER RESOLVED that the Power of Attorney or other document appointing such person or persons as attorney or attorneys-in-fact or agent or agents of the Company may either be personally signed by the President, any Vice President, the Secretary or may be executed by said officers by means of facsimile signatures. The said personal signatures or facsimile signatures shall not require the Company seal or any other seal and shall be valid and binding on the Company if executed either by personal signature or facsimile signature and with or without the Company seal being affixed thereto."

I, the undersigned, hereby certify that I am a Senior Vice President of the FEDERATED MUTUAL INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of Minnesota and that the foregoing is a true and complete copy of the original Power of Attorney given by said Company to:

CHERYL STENZEL _____ of OWATONNA, MINNESOTA

authorizing and empowering such person to sign bonds as therein set forth, which Power of Attorney has never been revoked and is still in full force and effect.

I further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company duly called and held at the office of the Company in the City of Owatonna, Minnesota on the 20th day of April, 1982 at which meeting a quorum was present and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of the said meeting.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the FEDERATED MUTUAL INSURANCE COMPANY this the 7th day of April 1972.

FEDERATED MUTUAL INSURANCE COMPANY

(SEAL)


Senior Vice President

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 1/9/92 BID REFERENCE # 5042

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR 1992 Requirements for Grease & Oil.

AND REQUESTED BY CITY UTILITIES GARAGE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: % IF PAID WITHIN DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME Indland Oils Company

STREET ADDRESS 3204 Lower Huntington Road

CITY Fort Wayne PHONE # (219) 747-4108

BY Roger Egner
REPRESENTATIVE SIGNATURE

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-5.)
(Please type or print)

1. Governmental Unit: City of Fort Wayne Date: 12-24-91
 2. County: Allen County
 3. Bidder (Firm): Indland Oil Co.
 Address: 3204 Lower Huntington Road
 City/State: Fort Wayne, IN.
 4. Telephone Number: (219) 747-4108
 5. Agent of Bidder (if applicable): Roger Eymer

Pursuant to notices given, the undersigned offers bid(s) to City of FT. Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Roger Eymer
Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

See Attached Schedule

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
Allen) SSI
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

Indland Oils Company

Bidder (Firm)

Roger Eymer
Signature of Bidder or Agent

Subscribed and sworn to before me this 7 day of Dec 1992
 My Commission Expires 12-12-92
 County of Residence: Allen

ROGER EYMER
Notary Public

TONYA L. BURKE
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

ENGINE OILS:

HEAVY DUTY API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B
MAXIMUM SULFATED ASH-1% BY WEIGHT

ITEM	BRAND/PRODUCT NAME	QTY +/-	UNIT	PRICE	EXTENSION
SAE 15/40	<u>Unocal Guardol</u>	4320 125	QRT DRM	1.05 <u>\$ 154.00</u>	4536.00 <u>\$ 19250.00</u>

API SERVICE CC. MIL-L-46152B NON-DETERGENT

SAE 30	<u>Unocal Heavy Duty</u>	220	QRT	\$ 1.02	\$ 224.40
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STROKE OIL FOR CHAINSAWS & LAWNMOWERS

50:1 OIL	<u>Unocal Unimix 2 Cycle</u>	340	QRT	\$ 1.335	\$ 453.90
BIA-TCW OIL	<u>Unocal Unimix 2 Cycle</u>	340	QRT	\$ 1.335	\$ 453.90

AUTOMATIC TRANSMISSION FLUID:

DEXTRON II	<u>Unocal M.P. ATF</u>	1800	QRT	\$ 1.1075	\$ 1993.50
TYPE C-3 10W	<u>Unocal C-3 10W</u>	10	DRM	\$ 166.35	\$ 1663.50
TYPE C-3 30W	<u>Unocal C-3 30W</u>	1800 10	QRT DRM	\$ N/A \$ 198.25	\$ 0.00 \$ 1982.50
		1800 10	QRT DRM	\$ N/a \$ 198.25	\$ 0.00 \$ 1982.50

HYDRAULIC FLUIDS. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A

<u>Unocal Tractor Fluid</u>	30	DRM	\$ 166.35	\$ 4990.50
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FOR USE IN TRANSMISSIONS, FINAL DRIVES & HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B & J1C145 (AW46)

<u>Unocal Hydra Tractor Fluid</u>	30	DRM	\$ 166.35	\$ 4990.50
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GREASE & GEAR LUBES:

LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES

<u>Unocal Unoba Moly HD2</u>	12 125	KEG(120#) 14.5 OZ	\$ 99.60 \$ 1.07	\$ 1195.20 \$ 133.75
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LITHIUM SOAP GREASE, NON E.P. NLGI #2

<u>Unoba Multiplex EP2</u>	6 75	KEG(120#) 14.5 OZ	\$ 97.20 \$ 1.05	\$ 583.20 \$ 78.75
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API GL-5 GEAR LUBE. MIL-L-2105C

SAE 80W/90	<u>Unocal MP GearLube</u>	10	KEG(120#)	\$ 80.00	\$ 800.00
SAE 85W/140	<u>Unocal MP GearLube</u>	10	KEG(120#)	\$ 80.00	\$ 800.00

DRUM DEPOSIT: \$ 15.00

GRAND TOTAL: \$ 46,112.10

FOB: FORT WAYNE

1%

IF YOUR COMPANY IS AWARDED ENTIRE BID, SHOW ADDITIONAL DISCOUNT AVAILABLE: _____

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, KIEL BROTHERS OIL COMPANY, INC.

P. O. Box 344

Columbus, IN 47202-0344, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne

One Main Street, Room 350

Fort Wayne, IN 46809 as Obligee, (hereinafter called the "Obligee"), in the sum of Five percent of total contract bid-----Dollars (\$-----5%-----), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Supplying Lubricants and Greases

.....
.....
.....
.....

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 9th day of January A.D. 19 92.

Sally L. Watts
Witness

} KIEL BROTHERS OIL COMPANY, INC. (SEAL)
 Principal
 BY: *Bruce D. Jolly, assistant*
 Title *secretary*

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
Surety

Angela P. Myers
Witness

By *Helen Wysong* (SEAL)
 Title
 Helen Wysong
 Attorney-in-Fact

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Sue L. Crozier, John L. Parker, Beverly J. Michael, Debra E. Flynn, Helen Wysong and Kenneth J. Helfers, all of Muncie, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sue L. Crozier, et al, dated October 25, 1990.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 29th day of 29th, A.D. 1991

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:



C. W. ROBBINS

Assistant Secretary

By

CH. J. FADER

Vice-President

STATE OF MARYLAND

CITY OF BALTIMORE

SS:

On this 29th day of October, A.D. 1991, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.



CAROL J. FADER

Notary Public Commission Expires August 1, 1992

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 9th day of January, 1992.

044-4125

J. Gregory Hamilton
Assistant Secretary

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 1/9/92 BID REFERENCE # 5042

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR _____

1992 Requirements for Grease & Oil.

AND REQUESTED BY CITY UTILITIES GARAGE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: _____ % IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

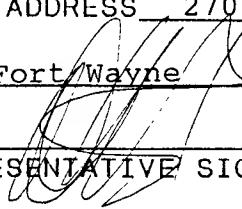
THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME DR Lubricants

STREET ADDRESS 2701 S. Coliseum Blvd. Suite 1139

CITY Fort Wayne PHONE # 219-422-3240

BY _____

 REPRESENTATIVE SIGNATURE

ENGINE OILS:

HEAVY DUTY API SERVICE CD/SF, MIL-L-2104C AND MIL-L-46152B
MAXIMUM SULFATED ASH-1% BY WEIGHT

ITEM	BRAND/PRODUCT NAME	QTY +/-	UNIT	PRICE	EXTENSION
SAE 15/40	<u>Exxon XD-3</u> DR Lubricants	4320 125	QRT DRM	\$ 1.11 \$ 137.60	\$ 4,795.20 \$17,200.00

API SERVICE CC. MIL-L-46152B NON-DETERGENT

SAE 30		220	QRT	\$ NB	\$ NB
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STROKE OIL FOR CHAINSAWS & LAWNMOWERS

50:1 OIL	<u>Exxon 2 Cycle</u>	340	QRT	\$ 1.39	\$ 472.60
BIA-TCW OIL	<u>Exxon Superflow 2 Cycle</u>	340	QRT	\$ 1.39	\$ 472.60

AUTOMATIC TRANSMISSION FLUID:

DEXTRON II	<u>Exxon Superflo ATF</u>	1800	QRT	\$ 1.16	\$ 2,088.00
TYPE C-3 10W	<u>DR Lubricants (Valvoline) 10</u>	1800	DRM	\$ 145.20	\$ 1,452.00
	<u>Exxon XI</u>	1800	QRT	\$ 1.08	\$ 1,944.00
		10	DRM	\$ 198.45	\$ 1,984.50
TYPE C-3 30W	<u>Exxon XD3</u>	1800	QRT	\$ 1.09	\$ 1,962.00
		10	DRM	\$ 198.79	\$ 1,987.90

HYDRAULIC FLUIDS. FOR USE IN HIGH PRESSURE, HIGH SPEED HYDRAULIC SYSTEMS. MEETS SERVICE REQUIREMENTS M2C48A

<u>DR Lubricants HO 200 HP</u>	30	DRM	\$ 121.00	\$ 3,630.00
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FOR USE IN TRANSMISSIONS, FINAL DRIVES & HYDRAULIC SYSTEMS OF TRACTORS EMPLOYING A COMMON FLUID RESERVOIR. MEETS SERVICE REQUIREMENTS MC2C41A, M2C53A, M2C134B & J1C145 (AW46)

<u>DR Lubricants HO 200 ROAW</u>	30	DRM	\$ 113.85	\$ 3,415.50
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GREASE & GEAR LUBES:

LITHIUM SOAP GREASE CONTAINING MOLYBDENUM DISULPHIDE NLGI #2, MAY CONTAIN E.P. ADDITIVES

<u>Exxon Beacon Q2</u>	12	KEG(120#)	\$ 128.40	\$ 1,540.80
<u>Exxon Beacon Q2</u>	125	14.5 OZ	\$ 1.11/T	\$ 138.75

LITHIUM SOAP GREASE, NON E.P. NLGI #2

<u>Exxon Lidok #2</u>	6	KEG(120#)	\$ 90.36	\$ 542.16
<u>Exxon Lidok #2</u>	75	14.5 OZ	\$.84/T	\$ 63.00

API GL-5 GEAR LUBE. MIL-L-2105C

SAE 80W/90	<u>Exxon 80W/90</u>	10	KEG(120#)	\$ 82.80	\$ 828.00
SAE 85W/140	<u>Exxon 85W/140</u>	10	KEG(120#)	\$ 82.80	\$ 828.00

GRAND TOTAL: \$ 45,345.01

DRUM DEPOSIT: \$ 17.00

FOB: FORT WAYNE DELIVERED

IF YOUR COMPANY IS AWARDED ENTIRE BID, SHOW ADDITIONAL DISCOUNT AVAILABLE: _____

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

1. Governmental Unit: City of Fort Wayne
 2. County: Allen
 3. Bidder (Firm): DR Lubricants
 Address: 2701 S. Coliseum Blvd., Suite 1139
 City/State: Fort Wayne, IN 46803
 4. Telephone Number: 219-422-3240
 5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to City of Fort Wayne (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Signature of Bidder or Agent

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body.
 Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone of such letting nor to prevent any person from bidding nor to induce anyone to restrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

DR Lubricants, Inc.

Bidder (Firm)

Signature of Bidder or Agent

Sylvia Frick

Notary Public

Sylvia Frick
Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Name(s): _____

Date: _____

Read the first time in full and on motion by Joe DeRosa, seconded by Edmond, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on 10, the 10 o'clock A.M., E.S.T. of 1992.

DATED: 2-11-92.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Ed DeRosa, seconded by DeLuccio, and duly adopted, placed on its passage. PASSED LOS by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
<u>TOTAL VOTES</u>	<u>9</u>			
<u>BRADBURY</u>	<u>✓</u>			
<u>EDMONDS</u>	<u>✓</u>			
<u>GiaQUINTA</u>	<u>✓</u>			
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>LUNSEY</u>	<u>✓</u>			
<u>RAVINE</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 2-25-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. I-4492
on the 25th day of February, 1992

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas E. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of February, 1992,
at the hour of 1:30 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 28th day of February,
1992, at the hour of 8:20 o'clock A.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-92-02-07

REPORT OF THE COMMITTEE ON FINANCE

MARK E.GiaQUINTA, CHAIRMAN
CLETUS R. EDMONDS, VICE CHAIRMAN
LUNSEY, LONG, RAVINE

WE, YOUR COMMITTEE ON FINANCE TO WHOM
WAS REFERRED AN (ORDINANCE) (RESOLUTION) approving the awarding
of Reference #5042 by the City of Fort Wayne, Indiana, by and
through its Department of Purchasing and AERO OIL COMPANY, INC.:
SMITH PETROLEUM, INC; INDLAND OILS COMPANY; AND DR LUBRICANTS
for the City Utilities Garage

HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (RESOLUTION)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

Mark GiaQuinta
Cletus R. Edmonds
Long, Lunsey, Ravine
Clifford Long
Robert Edmonds

DATED: 2-25-82

Sandra E. Kennedy
City Clerk

DIGEST SHEET

TITLE OF ORDINANCE: Special

S-52-02-07

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 5042 for the purchase of grease and oil for the City Utilities Garage for 1992. The costs reflect the lowest and most responsive of five (5) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Oil supply for 1992.

IF REPLACEMENT, WHAT NECESSITATES:

EFFECT ON NON-PASSAGE: Could not purchase grease or oil for vehicles, which would cause damage to vehicles.

PRIOR APPROVAL REQUESTED: NO DATE:

MONIES INVOLVED:	Aero Oil	\$ 8762.15+/-
	Smith Petroleum	\$ 2249.78+/-
	Indland Oil	\$ 4989.90+/-
	DR Lubricants	\$27704.50+/-

PRICE AGREEMENT: YES PURCHASE ORDER:

ACCOUNT INFORMATION: CU Garage 702-803-G154-4233

43, 706-33